



City of Wheeling

Website Design & Development Request for Proposals 2016

Proposals due by:

4:00 p.m., Friday, October 14, 2016

City of Wheeling
Re: Website Proposal
Attn: City Manager
1500 Chapline Street, Suite 302
Wheeling, WV 26003

REQUEST FOR PROPOSALS

WEBSITE DESIGN AND DEVELOPMENT FOR THE CITY OF WHEELING, WEST VIRGINIA

September 20, 2016

To all interested Respondents:

The City of Wheeling ("the City") is now accepting proposals for Website Design and Development for the City of Wheeling, West Virginia. Please note that this document does not constitute an offer but rather a request for offers from Service Providers ("Respondents"). The requirements for submitting a proposal are stated in the attached Request for Proposals. Please review them carefully.

Proposal packets and further information concerning this project may be obtained from Allison Skibo, Marketing and Community Relations Specialist, in the City Manager's Office, Suite 302, 1500 Chapline Street, Wheeling, WV 26003, via email (askibo@wheelingwv.gov), or downloaded from www.wheelingwv.gov ("RFP Source"). The contact phone number is 304.234.6432.

Sealed proposals will be received by the City Manager of the City of Wheeling, West Virginia, at the City Manager's Office until 4:00 p.m., Friday, October 14, 2016. Proposals postmarked by October 14, 2016, will also be accepted. Please provide five (5) copies.

The City Manager reserves the right to reject any part or all parts of a proposal or to waive any irregularity in any proposal when he deems such action advantageous to the City of Wheeling. The City of Wheeling is an equal opportunity purchaser.

Sincerely,

Robert Herron
City Manager

cc: Allison Skibo, Marketing and Community Relations Specialist
Tom Connelly, Assistant Director of Economic and Community Development

REQUEST FOR PROPOSALS

WEBSITE DESIGN AND DEVELOPMENT FOR THE CITY OF WHEELING, WEST VIRGINIA

1. Purpose

The City of Wheeling, West Virginia is issuing this Request for Proposals (RFP) to firms or individuals interested in providing website services to design, develop, and host a new City website (collectively, “the Respondents”). Through the new website, the City seeks to enhance the user experience, simplify content management, and provide thorough, easy-to-search information and customer service to its community, while meeting high standards for design quality and visual appeal. The new site will combine content from various department websites into one City of Wheeling website. The website will serve as a community resource as well as a marketing tool for prospective residents and businesses.

Effective websites increase online citizen self-service while reducing staff workload. This will be accomplished by tailoring your solution to meet our unique needs. Website administrators within the City should be able to create and manage content without extensive content management experience or excessive training required. Likewise, site visitors will range in their familiarity with technology, so the end product should allow for an easy user experience.

The City’s current website launched in July 2008, and is located at www.wheelingwv.gov. Mirror Images currently hosts the site.

2. City Background

Wheeling is a city in Marshall and Ohio counties in the U.S. state of West Virginia. Located almost entirely in Ohio County, of which it is the county seat, it lies along the Ohio River in the foothills of the Appalachian Mountains. Wheeling was originally a settlement in the British colony of Virginia and later an important city in the Commonwealth of Virginia. Wheeling was the first state capital of West Virginia. Thanks to its location along major transportation routes, including the Ohio River, National Road, and the B&O Railroad, Wheeling became a manufacturing center in the late nineteenth century. After experiencing the closing of factories and substantial population loss following World War II, Wheeling's major industries now include healthcare, education, law and legal services, entertainment and tourism, and energy.

Wheeling is the principal city of the Wheeling Metropolitan Statistical Area. As of the 2010 census, the Wheeling, WV MSA had a population of 147,950, and the city had a population of 28,486.

3. Key Dates in the RFP Process

- A. September 20, 2016 - RFP Release Date
- B. October 4, 2016 - Final Date for Clarifying Questions
- C. October 14, 2016 - Proposal Due Date

4. Preliminary Scope of Work

The following acts as a preliminary scope to generally communicate the City's expectations. A final scope of work will be developed with the City and the Respondent submitting the selected proposal ("The Contractor") following the selection of the Contractor.

Proposals should reflect, but not be limited to, the following requests and expectations:

- A. Design a modern, user-friendly website to fulfill all City requirements, either in the RFP or in discussions with the City following selection of a Contractor.
- B. Incorporate content from additional City websites outside of wheelingwv.gov and ultimately redirect traffic from the following sites to the new City of Wheeling site:
 - a. wheelingwater.com
 - b. wheelingpd.com
 - c. wheelingfd.com
 - d. wheelingevents.org
- C. Incorporate the community image branding (i.e. colors, fonts, logos, photos) developed by Arnett Muldrow. The City will provide relevant branding files to Respondents upon request and to the Contractor after final selection.
- D. Design a home page for the City website that can be easily updated by City staff with new pictures, featured content, quick links or buttons, as needed.
- E. Design a template for all pages within the site and allow for easy creation of new pages.
- F. Create a pleasant user navigation experience through the logical organization of site content, style of menus, and ease of searching. Final organizational structure of the site will be set following selection of the Contractor.
- G. Assist the City with the development and organization of content, in part, for SEO.
- H. Maintain timely and regular communication with the City throughout the contract, including planning sessions before work begins on the new website.
- I. Aid the City in transitioning to the new website, including staff training and the production of a guide or instructions for website administrators within the City.
- J. Provide ongoing training opportunities and availability of self-service documentation and technical support (videos and training manuals, etc.).
- K. Provide support services for emergency and non-emergency situations.

5. Website Requirements

The City seeks the assistance of an experienced Contractor that can accomplish all of the functionality identified in this RFP, with the flexibility of providing this functionality over time, if needed, due to budgetary constraints or future needs of the City.

The information below represents required functional capabilities in the selected Content Management System (CMS). It is not all-inclusive; other functionality may be recommended or added by the Respondents.

All proposals must address the following to be considered in the selection process:

- A. Agenda Management** - Upload, create, and manage agendas.
- B. Alerts & Emergency Notification*** - Public notifications sent out through email, text message, and/or social media; electronic subscription for select notifications; scheduled notifications.
- C. Approval Rights** - Allow system administrators to establish specific rights, capabilities, and access for internal staff to update content based upon the role they have in updating the website.
- D. Archive Center** - Store agendas, minutes, and other documents.
- E. Automatic expirations** – Option to set a date for content to automatically expire.
- F. Broken Links Finder** – Report invalid URLs linked within the site.
- G. Calendar** – Include filters for event type and calendar vs. list view; allow for external event submission with City administrator editing and approval rights.
- H. Citizen Sourcing Tool** - Citizen idea submission, polling, etc.
- I. Departmental Home Pages** – Dedicated pages within the site to easily direct visitors to requested information (ex. police.wheelingwv.gov for Police Dept. main page).
- J. Directories, Listing for Staff and Businesses** – Allow citizens to search for staff or business information.
- K. Document Center** - Upload/download capability; ability to search from back end.
- L. Facility Management** - Reservations and/or listings, primarily for recreation facilities and public meeting spaces managed by the City.
- M. Forms** – Easy creation of new forms; allow for user submissions and tracking of form submissions.
- N. Frequently Asked Questions** - Dynamic content.
- O. Interface Capabilities** – Option to interface with future e-Gov services such as GIS, online bill payment, and permitting.
- P. Intranet** - User restricted pages for internal use, messaging, bulletin board, etc.

- Q. Job Postings and Applications** – Applicants can create an online profile, fill out applications, and attach additional documents.
- R. Message/Request Center** – Site visitors can submit requests or report problems to the appropriate departments.
- S. Mobile** – Responsive design for mobile devices.
- T. Multi-Lingual Support** – Using Google Translate.
- U. News & Announcements** - Dynamic content.
- V. Online Payments**** - Secure online transactions by department, as needed.
- W. Photo Center** – Option to download photos.
- X. Printable Pages** - Print-friendly function.
- Y. Rotating Photos/Banners** - Dynamic image display.
- Z. RSS Feeds** - Subscribe by department or topic.
- AA. Sharable content** – Buttons for emailing or sharing pages to social media.
- BB. Site Search** - Internal site search engine, site search log.
- CC. Site Statistics** - Analytics and site audit reports.
- DD. Sitemap & Breadcrumbs** – Dynamically generated.
- EE. Social Media Interface** - Facebook and Twitter feeds.
- FF. Spotlight** - Ability to highlight important text on pages as needed.
- GG. Unique URLs with tracking** – Direct visitors to pages with custom URLs (ex. changing <http://www.wheelingwv.gov/forresidents.php?id=1360> to [wheelingwv.gov/stormwater](http://www.wheelingwv.gov/stormwater)).
- HH. Video** - Live-streaming video capabilities.
- II. Work Order System** – Accessible by visitors to request service from the responsible department and by staff to track work orders; database with email notifications.

**Note that the City does not currently have a database or system in place for automatic notifications via phone or email outside of the Water Department (via INCODE).*

***Note that the City allows some online payments through an external site (<https://www.municipalonlinepayments.com/wheelingwv>). This functionality may be incorporated in the future.*

6. Technical Requirements

The website must display correctly in all versions of major browsers (e.g. Internet Explorer, Firefox, Google Chrome, Safari), as well as mobile versions of these browsers. The CMS must be accessible from and compatible with both Windows and Apple operating systems.

The website must comply with all technical requirements, including specifications regarding hardware, software, and the protocol for transferring and updating information, as defined by the City during negotiations on the final scope of work. The City could, if necessary and reasonable,

upgrade some or all requirements to accommodate website design. Please address the following technical requirements in your submitted proposal:

- A. Data Center
- B. Hosting
- C. Bandwidth
- D. Disaster Recovery
- E. DDoS Mitigation
- F. Upgradable security packages
- G. System ownership
- H. CMS features and functionality

7. Submission Requirements and Format

The City will evaluate the Respondents' experience, qualifications, and capabilities for developing and implementing a new City website. Some desired qualifications are outlined below. Selection of a proposal for contract will be at the sole judgment of the City.

Respondents are required to submit information corresponding to each of the items below:

A. Respondent Profile

- a. Respondent overview and history
 - i. Years in business
 - ii. Number of current employees
- b. Service capabilities of Respondent
- c. Government website experience: Respondent must have developed at least five (5) websites specifically for local or state government use and provide references with at least three (3) of the municipalities for which these sites were developed (Appendix B).

B. Management/Leadership Team

- a. Name, title
- b. Role (e.g., project management, training, design)
- c. Education, years of experience
- d. Primary contact information

C. Scope of Work

- a. Overview of how Respondent will assist the City in reaching the website goals
- b. Recommended CMS

- c. Checklist and explanation (if necessary) in response to Section 5 of the RFP (“Website Requirements”)
- d. Checklist and explanation (if necessary) in response to Section 6 of the RFP (“Technical Requirements”)
- e. Average timeline
- f. Project phases and deliverables
- g. Fee structure and estimated cost
- h. Statement that website will meet Accessibility Compliance requirements
- i. Training options
- j. Expectations of City (client)

Proposals containing additional information or missing any contents listed in the RFP will be accepted. Please provide explanation as to why the submitted proposal deviates from that described in the RFP. Improvements or suggestions to any condition in the RFP are welcome and should be explained in the bid. Requirements are somewhat flexible and could be altered, given a better idea or method.

Each Respondent shall make the following representations and warranty in its Proposal, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

8. Fee and Award of Contract:

Proposal should include a total not-to-exceed contract proposal amount. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount.

If awarded a contract, the Respondent is bound by this price in performing the work. The contract cost shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the City Manager of the City of Wheeling prior to any amendment being made.

Alternative work items may be listed as an optional additional expense. Each additional item shall be clearly identified and related to the full description provided in the Respondent’s technical proposal.

Proposal fee should be broken down to include major fee categories:

- A. First year development fees, including:
 - a. Planning, design, and development of new site
 - b. Content migration (entire wheelingwv.gov website and content from additional City sites previously identified)
 - c. Days/hours of training; number of employees to be trained (on-site or webinar)
 - d. Additional products/functionality
- B. Ongoing fees for hosting, maintenance and support for Year 2 and beyond

9. Financial Information

- A. Professional Liability is required for this project. Please indicate the level of coverage provided.
- B. The firm's method of billing must be indicated. The preferred practice of the City of Wheeling is to pay for this type of consulting services upon completion of the work and receipt of required reports and plan. The City of Wheeling would consider payment on a periodic basis as substantial portions of the work are performed to the satisfaction of and upon prior approval of the City. Regardless of the billing method, 10 (ten) percent of the total contract price will be withheld until the final product is approved by City Council.

Upon selection, final contract amount will be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the selected Respondent and the City fail to agree to a contract, the City will choose from the remaining Respondents or put out another Request for Proposals.

10. Clarifications

The City is committed to providing all prospective Respondents with accurate and consistent information in order to ensure that no Respondent obtains an undue competitive advantage. Any clarifications made in response to questions received will be sent via email to all expected Respondents providing contact information and requesting the City do so, as appropriate and as judged necessary at the discretion of the City. The deadline for requesting clarification is 10 (ten) days prior to the due date for proposals.

Any Respondent planning to submit a proposal should contact the City to convey such intent.

Contact:

Allison Skibo, Marketing & Community Relations

Email: askibo@wheelingwv.gov

Deadline for written questions: Tuesday, October 4, 2016

The City may engage in discussions with any potential Respondent. Discussions might be held with individual Respondents to determine in greater detail the Respondent's qualifications, to explore with the Respondent the scope and nature of the required contractual services, to learn the Respondent's proposed method of performance and the relative utility of alternative methods, and facilitate arriving at a contract that will be satisfactory to the City. The City may in its discretion require one or more Respondents to make presentations to the Evaluation Committee.

11. Submission of Proposal:

Proposals should be received at the address below on or before October 14, 2016, at 4:00 p.m. Late proposals will not be accepted. Proposals may be hand delivered or mailed, as long as they are postmarked by October 14, 2016.

Respondents are to submit all materials together in a sealed packet and clearly mark on the outside of the package "Website Proposal" to the following address:

Mailing Address:

City of Wheeling

Attn: City Manager

1500 Chapline Street, Suite 302

Wheeling, WV 26003

By submitting a proposal, Respondents agree to comply with the Proposal Conditions outlined in Appendix A.

12. Selection Process

Selection of proposals will be at the sole judgment of the City. The City will consider all parts of the proposal collectively, but place an emphasis on template design, prior experience, and cost in the selection process. The selection process may include an interview session. The City will select the Respondent that in the sole judgment of the City best satisfies the requirements in the RFP and the expectations of the City and can do so at the best value to the City.

Selection does not guarantee a contract. After selection, the Contractor and City will discuss and agree on a final scope of work and final contract amount and terms of the Contract. If the Contractor and City fail to reach an agreement, the City is free to select from remaining available Respondents, cancel the RFP, or issue an additional Request for Proposals.

13. Contract and Completed Website

The Contract between the Contractor and the City will include provisions indicating compensation schedule and timeline for completion of and transition to the new website. The City will retain the right of approval for any and all work done in designing the website. It is the expectation and desire of the City to transition to the new website as soon as possible. The contract will be for the design and implementation of the City website and will include no guarantee or intent to contract for future services.

Upon completion of the Contract, all content, site design, site templates, and any other item or idea used in the completed website or contained therein will become property of the City. Contractor will relinquish all rights to the website, and the City will have sole control over website design, content, and appearance.

APPENDIX A: Proposal Conditions

By submitting a proposal, Respondents agree to comply with the Proposal Conditions outlined here in Appendix A. The following terms are applicable to this RFP and the Respondent's proposal:

A. RFP Not An Offer

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your organization execute an agreement. No recommendations or conclusions from this RFP process concerning the Respondent shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of West Virginia.

B. General Reservation of Rights

The City reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Respondents. The City reserves the right to discuss and negotiate with selected Respondent(s) any terms and conditions in the Proposals including but not limited to financial terms.

C. Reservation of Right to Change Schedule

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

D. Reservation of Right to Amend RFP

The City reserves the right to amend or cancel this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any amendments will be sent to each Respondent in writing.

E. Respondents Responsible for Costs

Your organization, and not the City, is responsible for all of your organization's costs to participate in this process, including but not limited to costs incurred in the preparation of your organization's Proposal, your conduct of investigative and other diligence activities, and your participation in any presentations, site inspections, discussions, meetings, or negotiations.

F. City's Right to Terminate Discussions

Your organization's participation in this process might result in the City selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute an agreement or to continue discussions. The City can terminate discussions at any time and for any reason.

G. Requirement for Representation as to Accuracy and Completeness of Proposal

Each Respondent shall make the following representations and warranty in its Proposal, the falsity of which might result in rejection of its Proposal: **“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”**

H. Trade Secrets/Confidentiality

Upon receipt, your Proposal is considered a public record except for material which qualifies as “trade secret” information under West Virginia law. After the Proposal opening, the City staff and members of the general public who submit public records requests will review your Proposal. To properly designate material as trade secret under these circumstances, each Respondent must take the following precautions: (a) any trade secrets submitted by a Respondent should be submitted in a separate, sealed envelope marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Respondent agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the selection process. Furthermore, each Respondent agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Respondent has designated as a trade secret. **Any Respondent that designates its entire Proposal as a trade secret may be disqualified.**

I. Statutory Requirements

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of West Virginia and all statutory requirements of the Federal Government, to the extent applicable.

J. Additional Evidence of Ability

A Respondent shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the City.

K. No Collusion or Conflict of Interest

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Respondent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

L. Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Respondent. The City reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Respondent chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

M. Proposal Binding for 90 Days

Each Proposal shall be signed by an individual authorized to bind the Respondent and shall contain a statement to the effect that the Proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. The City reserves the right to negotiate price and services. All prices quoted shall be firm and fixed for the full Contract period unless Liquidated Damages are invoked or Termination of Contract applies. The Proposal shall provide the name, title, address and telephone number of the individual with authority to contractually bind the Respondent. The City has the option to accept subject to exception by Contract.

N. Subcontracting

The City intends to contract with the Respondent of the winning Proposal. The successful Respondent shall be the prime contractor and shall be solely responsible for contractual performance. Insurance requirements for all subcontractors shall be the same as for the Respondents. In the event of a subcontracting relationship, the Respondent will assume all responsibility for the performance of the services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts.

O. Use of City's Name

In submitting a Proposal, the Respondent agrees not to use the results there from as a part of any commercial advertising without prior written approval by the City. Additionally, Respondents shall not issue news releases concerning this RFP without the written permission of the City.

P. Withdrawal for Modification of Proposals

Respondents may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope that is plainly marked "Modifications to Proposal."

Q. No Bribery

In submitting a response to this RFP, each Respondent certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this Agreement.

R. Exceptions to RFP

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Respondent’s solution, must be described in detail.

S. Fair Trade Certifications

By submission of a Proposal, the Respondent certifies that in connection with this procurement:

- A. The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- B. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening; and
- C. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

T. Equal Opportunity

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprise in our procurement activities. The City provides equal opportunity for all businesses and does not discriminate against any Respondents regardless of race, color, religion, age, sex, national origin, or disability. The City encourages minority- and women-owned business participation in the contracting process.

U. Compliance with Laws

In submitting a Proposal, each Respondent agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each Respondent further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited

to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.

V. Respondent's Obligation to Fully Inform Themselves

Respondents or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Respondent's own risk.

W. Disclaimer

Each Respondent must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

X. Indemnification

To the fullest extent permitted by law, the Respondent shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from:

- a. Any act(s) of negligence or willful misconduct by the Respondent or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
- b. Any claims seeking payment for labor or materials provided by the Respondent under this Agreement.

Y. Insurance and Bonding

Prior to commencing the services and throughout the term of this Agreement, the Respondent and all subcontractors shall provide the City with certificates issued by its insurance carrier evidencing sufficient insurance coverage as deemed by the City. The Respondent and all subcontractors shall maintain such insurance coverage throughout the term of this Agreement. In the event the Respondent fails to procure and maintain sufficient insurance at any point during the term of this Agreement, or in the event the Respondent fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Agreement upon three (3) days written notice to the Respondent (unless the Respondent cures all such deficiencies and supplies the City with written documentation of such cure by the end of said three-day period).

APPENDIX B: References

Name of Respondent: _____

Reference 1

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Company Website: _____

Reference 2

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Company Website: _____

Reference 3

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Company Website: _____

NON-COLLUSION CERTIFICATION

By submission of a proposal in response to this RFP, each Respondent and each person signing on behalf of any Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The price in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor;
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name of Respondent: _____

Address of Respondent: _____

Telephone: _____

Authorized By: _____

Signature of Representative of Respondent or Corporation

STATE OF _____

SS:

COUNTY OF _____

On the _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC